

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SECURITY INSURANCE COMPANY OF HARTFORD	:	
Itself and as Successor in Interest to	:	
THE FIRE AND CASUALTY INSURANCE COMPANY	:	
OF CONNECTICUT and THE CONNECTICUT	:	Docket No. 07 CV 7191 (VM)
INDEMNITY COMPANY,	:	ECF Case
	:	
Petitioner,	:	
	:	
-against-	:	<b>REPLY DECLARATION OF</b>
	:	<b>MICHELE L. JACOBSON</b>
	:	<b>IN FURTHER SUPPORT OF</b>
COMMERCIAL RISK REINSURANCE COMPANY	:	<b>PETITION TO CONFIRM</b>
LIMITED (BERMUDA) and COMMERCIAL RISK RE-	:	<b>ARBITRATION AWARD</b>
INSURANCE COMPANY (VERMONT),	:	
	:	
Respondents.	:	
	:	
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**MICHELE L. JACOBSON**, hereby declares under penalty of perjury that the following is true and correct:

1. I am a member of the firm of Stroock & Stroock & Lavan LLP, attorneys for Petitioner Security Insurance Company of Hartford, Itself and as Successor in Interest to the Fire and Casualty Insurance Company of Connecticut and the Connecticut Indemnity Company ("SICH").

2. I submit this declaration to provide the Court with certain documents upon which it based its decision in the related proceeding entitled Security Insurance Co. of Hartford v. Commercial Risk Reinsurance Co., Index. No. 07-CV-3277 (S.D.N.Y. filed April 24, 2007), in which SICH sought to compel Respondents Commercial Risk Reinsurance Company Limited (Bermuda) and Commercial Risk Re-Insurance Company (Vermont)(together, "Commercial Risk") to arbitrate the dispute referred to by the parties as "Non-Dig," with the previously appointed Umpire on the previously agreed upon dates.

3. As set forth in this Court's May 8, 2007 decision granting the Petition to Compel Arbitration in that proceeding, the Court rejected Commercial Risk's challenge to the Umpire's continued service after Commercial Risk's party-appointed arbitrator withdrew and had to be replaced.

4. As Commercial Risk opposes confirmation of the Award here on the sole and identical ground raised in their opposition to the Petition to Compel and rejected by this Court in granting the Petition, to wit, that the Umpire should have been replaced, SICH submits herewith and incorporates for its Reply on the Petition to Confirm, the papers it previously submitted in the separate but related proceeding to compel arbitration.

5. Included as Exhibit 1 in the accompanying Appendix of Exhibits and deemed attached hereto is a true and correct copy of SICH's Petition to Compel, dated April 24, 2007.

6. Included as Exhibit 2 in the accompanying Appendix of Exhibits and deemed attached hereto is a true and correct copy of the Declaration of Michele L. Jacobson in Support of the Petition to Compel, dated April 24, 2007, with Exhibits.

7. Included as Exhibit 3 in the accompanying Appendix of Exhibits and deemed attached hereto is a true and correct copy of SICH's Memorandum of Law in Support of the Petition to Compel, dated April 24, 2007.

8. Included as Exhibit 4 in the accompanying Appendix of Exhibits and deemed attached hereto is a true and correct copy of the Reply Declaration of Michele L. Jacobson in Further Support of the Petition to Compel, dated May 4, 2007, with Exhibits.

9. Included as Exhibit 5 in the accompanying Appendix of Exhibits and deemed attached hereto is a true and correct copy of SICH's Reply Memorandum of Law in Further Support of the Petition to Compel, dated May 4, 2007.

Dated: New York, New York  
November 15, 2007



MICHELE L. JACOBSON

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